
TIGARD CITY COUNCIL
MEETING

October 8, 2002 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, Ext. 309 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, x309 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
October 8, 2002

6:30 PM

- **STUDY SESSION**
 - **DEMONSTRATIONS:**
 1. Automated External Defibrillation Devices
 2. Tasers
 - **DISCUSS DECEMBER MEETING SCHEDULE**
- **EXECUTIVE SESSION:** The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. **BUSINESS MEETING**
 - 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items
2. **PROCLAIM OCTOBER TO BE FILIPINO-AMERICAN HISTORY MONTH**
 - Mayor Griffith
3. **VISITOR'S AGENDA (Two Minutes or Less, Please)**
 - Tigard High School Student Envoy
4. **CONSENT AGENDA:** These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - 4.1 Approve Council Minutes for September 17 and 24, 2002
 - 4.2 Receive and File:
 - a. Council Calendar

- b. Tentative Agenda
- 4.3 Local Contract Review Board: Award Professional Services Contract for Labor Attorney Services to Bullard, Smith, Jernstedt and Wilson and Authorize the City Manager to Sign the Contract
 - Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.
- 5. UPDATE ON THE NEW LIBRARY
 - a. Staff Report: Library Staff
 - b. Council Discussion
- 6. UPDATE ON WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICE LOCAL OPTION LEVY
 - a. Staff Report: Library Staff
 - b. Council Discussion
- 7. PUBLIC HEARING – 2002 LOCAL LAW ENFORCEMENT BLOCK GRANT
 - a. Open Public Hearing
 - b. Staff Report: Police Department Staff
 - c. Public Testimony
 - d. Council Discussion
 - e. Staff Recommendation
 - f. Close Public Hearing
 - g. Council Consideration: Motion to accept the grant and authorize expenditure of grant funds for the proposed uses as listed by staff in the Council Agenda Item Summary.
- 8. COUNCIL LIAISON REPORTS
- 9. NON AGENDA ITEMS

10. **EXECUTIVE SESSION:** The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

11. ADJOURNMENT

I:\ADM\CATHY\CCA\021008.DOC

© 6065 J

PROCLAMATION

Filipino-American History Month

WHEREAS, October is the 415th anniversary of the earliest documented proof of Filipino presence on the shores of the west coast on the Continental United States; and

WHEREAS, the citizens of Oregon should be informed of the positive impact Filipino Americans have had on our communities; and

WHEREAS, in Oregon, thousands of Filipino Americans have made contributions to the fields of teaching, business, government service, agriculture, ministry, medicine and other sciences, humanities and the United States Armed Forces ; and

WHEREAS, it is imperative for Filipino American youth to have positive role models and instill in them the importance of education, complemented with the richness of their ethnicity and values of their legacy; and

WHEREAS, efforts must continue to promote the study of Filipino American history and culture; and

WHEREAS, this anniversary is a significant time to study the advancement of Filipino Americans – a time of celebration, remembrance, reflection and motivation – and a relevant time for all of our citizens to learn and appreciate more about Filipino Americans and their historic contributions to our nation and to Oregon.

NOW THEREFORE BE IT RESOLVED THAT I, Mayor James Griffith, of the City of Tigard, Oregon, do hereby proclaim October 2002, as

Filipino-American History Month

Dated this _____ day of _____, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James Griffith, Mayor
City of Tigard

Attest:

City Recorder

LITHO IN U.S.A.

MINUTES
TIGARD CITY COUNCIL MEETING
September 17, 2002

1. WORKSHOP MEETING

- 1.1 Mayor Griffith called the meeting to order at 6:34 p.m.
- 1.2 Council Present: Mayor Griffith and Councilors Dirksen, Moore, and Scheckla
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None
- 1.5 Call to Council and Staff for Non-Agenda Items:

City Manager Bill Monahan recommended a non-agenda item regarding an Oregon School Employees Association request for the Mayor and City to endorse "The Pledge" should be discussed. Mayor Griffith indicated this item would be reviewed as a non-agenda item.

2. TIGARD MUNICIPAL COURT ANNUAL REPORT

Municipal Court Judge Michael O'Brien and Court Manager Nadine Robinson introduced this item. Judge O'Brien drew the Council's attention to two charts; one depicting a caseload comparison over a two-year period; the other depicting a comparison of the top ten violations in the past two years. Highlights of the charts were discussed. The charts are on file in the City Recorder's Office. The Judge indicated there was an overall increase in court activity due to an increase in civil infractions (up 525 percent) and traffic citations, and the addition of the juvenile program begun in June, 2002. The court expects to process 7,700 violations this fiscal year. Despite the increased caseload, the Judge noted existing staffing levels seemed adequate.

Judge O'Brien communicated that since the Council had adopted recent code changes, which simplified the civil infraction process, the court was able to improve its efficiency in processing these cases.

Judge O'Brien and Ms. Robinson offered details regarding the newly implemented juvenile program. It is too early to draw conclusions about the program's success. Information will be given to the Council as it becomes available. Community service placement and tasks were discussed.

As part of a community outreach effort, the Judge reported he will be meeting with the principal of Tigard High School and visiting with students.

3. URBAN RENEWAL FUNDAMENTALS

Community Development Director Jim Hendryx introduced City Attorney Tim Ramis. Mr. Ramis commented this agenda item was a continuation of an earlier discussion with Oliver Norville where statutes and functions were discussed.

Mr. Ramis indicated he intended to address the mechanics of urban renewal, and explained that two key documents are required for the process:

- a. Urban Renewal Plan, which by statute must contain:
 - a description of each urban renewal project
 - an outline of development and redevelopment improvements and land acquisitions
 - an explanation of the relationship of the projects to your land use planning objectives
 - a map of proposed uses
 - maximum densities
 - building requirements
 - b. Urban Renewal Report, which provides:
 - documentation of the basis upon which an area is determined to be "blighted"
 - a description of the physical, social and economic conditions along with the status of services and population information
 - a justification of each urban renewal area
 - a description of the relationship between projects and existing conditions to address how the chosen project will remedy the blighted condition
- A discussion of the term "blighted" ensued.
- an estimate of the cost of each project
 - a description of funding sources
 - project completion dates
 - information on the amount of money generated by tax increment financing
 - a financial analysis of the plan
 - fiscal impact statement

Mr. Ramis then summarized steps for implementing the plan:

- a. Plan must be sent to any affected taxing jurisdictions for comment. This is a requirement for consultation, not approval, and provides an opportunity for suggestions.

- b. Planning Commission considers the plan and report. At least one public hearing must be conducted. Amendments and modifications are typically made at this point in the process.
- c. City Council holds a public hearing to consider the adoption the plan and report.
- d. City Charter requires the issue be placed on the ballot for citywide voter approval.

Mr. Ramis confirmed there can be multiple urban renewal districts running concurrently, although there is a limit on the amount of urban renewal area that can exist within the city. He continued by saying Tualatin, Portland and Clackamas County all have urban renewal districts.

Councilor Dirksen inquired about limitations on how urban renewal monies can be spent with regard to private development. Mr. Ramis responded that there are two ways urban renewal districts benefit private development:

- a. construction of infrastructure
- b. condemning or negotiating property to encourage redevelopment
This would involve obtaining property, writing down its land cost and selling it to someone with an agreed upon development plan at a price below market value. Mr. Ramis asserted this was an aggressive use of urban renewal funding, and indicated such an approach would probably not be considered in Tigard's situation. Mr. Hendryx added this approach was also used to aggregate properties. He continued by saying members of the Washington Square Task Force had expressed serious concern about the City taking such action.

Councilor Dirksen verified urban renewal funds could not be used by current or future property owners. The funds must be used on property owned by the government. However, it was noted that much of the costs associated with development are related to infrastructure.

Urban renewal timetables were discussed. Mr. Ramis advised that once a district expired, all work would cease.

Mr. Ramis stated the urban renewal plan could be very specific about how urban renewal funds could be used. Monitoring of funding was discussed and Mr. Ramis recommended the governance structure, or board of directors, be comprised of the City Council.

Mr. Hendryx listed three potential urban renewal districts:

- a. Washington Square
- b. Downtown Tigard
- c. Tigard Triangle

Mayor Griffith inquired about the drawbacks of forming an urban renewal district. Councilor Moore asserted it may be difficult to get public support. Mayor Griffith asked how an urban renewal district would affect the average citizen. It was noted that in the earlier meeting, Mr. Norville related that a district would only have a minor impact on the average citizen. Mr. Monahan stated he would provide recent reports and analyses on the financial effects of urban renewal districts to the Council.

Councilor Scheckla requested information on the President's Parkway project.

4. **AMENDMENT TO THE JOINT FUNDING AGREEMENT -- INTEGRATED WATER RESOURCE MANAGEMENT (IWRM) WATER SUPPLY FEASIBILITY STUDY**

Public Works Director Ed Wegner and Assistant Public Works Director Dennis Koellermeier introduced this agenda item. Mr. Wegner acknowledged King City Mayor Jan Drangsholt who was also in attendance. Due to a reduction in funding at the Bureau of Reclamation, other partners in the Integrated Water Resource Management Water Supply Feasibility Study are being asked to provide an additional funding. The City is pursuing two options for a long-term water supply:

- a. Portland proposal for the Bull Run Drinking Water Agency
- b. Joint Water Commission, which involves the IWRM Water Supply Feasibility Study

Mr. Wegner advised paying the additional money and continuing with the study was the only way to determine whether the JWC option is viable.

Mr. Wegner introduced Clean Water Services Project Manager Tom Vanderplaat. Mr. Vanderplaat began by offering highlights of how the additional money would be spent as detailed in a memo to Council dated August 14, 2002. The memo is on file in the City Recorder's Office. Mr. Vanderplaat discussed the proposal of the Sain Creek tunnel, which would divert water from the Tualatin River to assure adequate water levels in Hagg Lake in years when the lake did not fill. Mr. Vanderplaat proposed the partners pay for the remaining tasks in order to finish the study. Reimbursement from future federal funds will be pursued. Total cost to continue with the study is \$430,000, which will be divided among the partners based upon the amount of water each agency seeks to purchase. Timetables for similar projects were discussed.

Mr. Wegner remarked there were several jurisdictions pursuing both the Bull Run and JWC options. The projected completion date of the JWC option is June, 2010, and the proposed Bull Run option is about five to seven years out as well. Mr. Wegner explained Tigard's portion of the additional funding (\$80,000) of the IWRM Water Supply Feasibility Study would be on next week's agenda for Council consideration. This money would be taken from the capital fund.

Mr. Wegner described another of next week's agenda items, the Raw Water Pipeline Study. He related this study will investigate the possibility of a pipeline connection from Hagg Lake to the water treatment plant. The cost of Tigard's share of this study would be \$75,000. The study should be completed in five or six years.

Mr. Wegner confirmed there was money in the water capital fund to cover the cost of both studies. Mr. Wegner continued by saying that several years ago the City had set aside \$3.5 million to study the water supply issue. Councilor Scheckla expressed concern about the expense of pursuing multiple options. Councilor Moore asserted the studies need to be conducted and money spent in order to evaluate which option will be the best for Tigard.

5. STREET MAINTENANCE FEE ISSUES

City Engineer Gus Duenas provided background information on this item. City Attorney Tim Ramis discussed the concept of a property fee with the money generated being used to maintain the street system. Fees would be assessed proportionately based upon the impact to the street system. Mr. Ramis stated the City does have the authority to adopt such a charge, although the structure of the charge can affect legal sustainability. Mr. Ramis detailed the following choices available to the Council regarding the street maintenance charge:

- a. Adopt the fee as suggested by staff
- b. Do nothing
- c. Adopt a less aggressive version of the charge by assessing occupants (similar to an excise tax) and not property owners
- d. Create a "stakeholder" committee

Mr. Ramis identified and addressed three potential legal challenges associated with the street maintenance fee:

- a. Authority
Based upon City Charter, the Council can do anything necessary to conduct City business unless limited by state statute or federal law. Mr. Ramis is not aware of any state statute or federal law prohibiting a street maintenance fee.

b. Taxation Uniformity

Mr. Ramis continued by saying the government is empowered to create classifications and to tax those classifications at different levels so long as the basis of the classifications is reasonable. In this instance, trip generation information would determine different rates based upon a user's impact on streets. Therefore, the trip generation/assessment formula must have a strong, factual basis.

c. Tax vs. Fee

Mr. Ramis addressed the argument that the fee is essentially a property tax, because it can not be avoided. As a tax, the fee would be subject to Measure 5 limitations and other tax-related issues would also apply. Mr. Ramis indicated such a position has not been litigated. Hence, he was unsure how such an argument would be viewed by the law. The uncertainty regarding whether the fee could be viewed as a tax led Mr. Ramis to suggest an alternative solution. If the fee were charged to an occupant, rather than a property owner, it would not be considered a tax. The fee would be regarded as a personal debt. Mr. Ramis acknowledged the administrative aspects of this approach would be more complicated and there would likely be some revenue lost to those who elude payment. However, this approach would circumvent the uncertainty of the taxation issue.

Mr. Ramis mentioned there are currently eight other Oregon jurisdictions with transportation utility fees. The Council expressed a desire for more information regarding these jurisdictions and was interested in comparing the City's proposed structure of its street maintenance fee with those of other jurisdictions.

Mayor Griffith informed other members of the Council that the cost of street maintenance fees in other jurisdictions ranged from \$2.95 to \$4.40 per month for residents. In some jurisdictions the street maintenance fees are paid predominately by businesses and in others, residents pay the majority of the cost.

The Mayor stated he favored obtaining input from stakeholders. He expressed a need for the Council to clearly define what the street maintenance fee would cover and if a timeline should be established. Mr. Duenas interjected that the highest priority would be for the fee to cover street maintenance and street light and signalization energy costs and maintenance. Right-of-way maintenance on collector and arterial streets has also been proposed.

Mr. Monahan suggested the Council consider a 90-day period whereby the advisory committee communicates the Council's present approach to the street maintenance fee and conducts open meetings. People who wrote with concerns, large commercial

concerns, representatives of Summerfield, other affected parties, and affordable housing representatives, etc. could be invited to participate. The committee could then bring their findings to the Council.

Councilor Moore expressed concern the committee has been working on this issue for some time and participants may not be willing to continue for another 90 days. Mayor Griffith relayed the street maintenance fee has not been “sold” to the community yet, and he supported the 90-day period in order to obtain more input and to give the Council time to clarify what the fee would encompass.

Mr. Monahan reiterated the choices outlined by Mr. Ramis at the beginning of the discussion. The Mayor and Councilor Scheckla favored a combination of pursuing the excise tax and soliciting input from stakeholders. Councilors Dirksen and Moore stated they were prepared to make their decision now and were confident the street maintenance fee was the correct course of action. After discussion the Council agreed there would be highly publicized meetings to further expose the issue to stakeholders and others. A brief discussion of how the excise tax concept would be implemented ensued. Councilor Moore cautioned not to put too much emphasis on input from businesses, as business owners may not reside in Tigard and may not consider street maintenance to be an important issue.

Mr. Gene McAdams, (13420 SW Brittany Drive, Tigard), an audience member, suggested the street light and signal portion of the street maintenance fee would be an easy element to implement.

Mr. Monahan confirmed the street maintenance issue would be revisited at the December workshop meeting, and Councilor Moore suggested the Council take action on the item at the beginning of 2003.

6. ESTABLISHMENT OF A DOWNTOWN TASK FORCE

Community Development Director Jim Hendryx and Planning Manager Barbara Shields introduced this item. Mr. Hendryx stated Councilor Dirksen was spearheading an effort to create a downtown task force, using the commuter rail project as a catalyst to stimulate planning efforts in downtown Tigard. Mr. Hendryx and Ms. Shields discussed the highlights of two charts. One provided an “Overview of Tigard Downtown Planning Efforts.” The other detailed the concept of the Downtown Task Force. These charts are on file in the City Recorder’s Office.

Mr. Hendryx explained that at an August meeting of downtown business and property owners a series of basic improvements associated with the commuter rail line were identified. The proposed task force would provide greater consistency, impose order on the commuter rail process, and would be charged with identifying further improvements that could be made as part of the project, at no additional cost. Ideally the task force would:

- a. have input on station design
- b. propose traffic enhancements
- c. prepare an action plan
- d. prepare plans for specific improvements
- e. seek approval from Council
- f. prepare an implementation plan

The intergovernmental agreement involving Tri-Met and Washington County is expected to provide communities with a list of baseline improvements that will be included in the commuter rail project. Councilor Moore confirmed the task force would generate a plan of what the City wished to accomplish with commuter rail dollars.

Councilor Dirksen commented the commuter rail project was only one of several projects the task force would address.

Councilor Dirksen recommended the task force be formed. Councilor Dirksen suggested the task force be comprised of six to ten citizens, City staff, and himself, as Council liaison. Discussion occurred regarding who would serve on the task force and to what degree the task force should be comprised of representatives from the downtown area.

A traffic impact study of the area was discussed. Study results will need to be shared with Tri-Met and projects may be added to the capital improvement plan.

Councilor Dirksen recommended formation of the task force, made up of members who have shown an interest in the downtown projects and are committed to improving the downtown area. Mr. Monahan proposed a letter from Councilor Dirksen be sent to downtown property and business owners and others who have shown an interest in the downtown inquiring if they wish to be considered for the task force. Councilor Dirksen would then identify the task force members. The Council concurred with Mr. Monahan's proposal. The resolution forming the task force and identifying its members will come before the Council in the near future.

7. COUNCIL MEETING SCHEDULE FOR OCTOBER

The Council agreed to reschedule the October 22 meeting to October 29. Mayor Griffith and Councilors Dirksen and Scheckla will be in attendance.

8. COUNCIL LIAISON REPORTS: None

9. NON-AGENDA ITEMS

The Council discussed a request from the Oregon School Employees Association to endorse "The Pledge." A copy of The Pledge is on file in the City Recorder's Office. After some discussion, the Council expressed some reservations regarding the document and decided the City should not endorse it. However, the Council had no objection to the Mayor endorsing the document. City Manager Bill Monahan added The Pledge could be discussed at the upcoming meeting with the school district.

10. EXECUTIVE SESSION - No Executive Session was held

11. ADJOURNMENT: 9:07 p.m.

Attest:

Greer A. Gaston, Deputy City Recorder

Mayor, City of Tigard

Date: _____

I:\ADM\CATHY\CCM\020917.DOC

COUNCIL MINUTES
TIGARD CITY COUNCIL MEETING
September 24, 2002

Mayor Griffith called the meeting to order at 7:00 p.m.

Council Present: Mayor Griffith; Councilors Moore, Dirksen, and Scheckla

- STUDY SESSION

- DISCUSS UPDATE ON METRO'S URBAN GROWTH BOUNDARY (UGB) EXPANSION PROCESS

Community Development Director Hendryx presented this agenda item. Four charts were reviewed with the City Council (charts are on file in the City Recorder's office). The charts were titled as follows:

- Metro UGB Expansion: Regional Issues
- Metro UGB Expansion: Commercial Issues
- Metro UGB Expansion: Tigard's Borders (Two charts for this subject.)

Mr. Hendryx advised that questions for Tigard to consider are as follows:

- Does Tigard support the overall concern about the shortage of "ready-to-go" industrial areas as part of this year's UGB expansion?
- Does the City want another mixed-use area besides the Regional Center?
- Should these industrial areas along 217 be included in the conversion discussion?
- Should Tigard initiate/lead the discussion on the relationship between the centers and mixed-use areas?
- Should the City accept the varying densities between Bull Mountain and expansion areas or should it propose a flexible alternative?
- How should the City tackle the open space/park land shortage?
- Should the City participate in developing regional policy for neighborhood commercial areas?

Mr. Hendryx noted the only industrial area identified for the "west side" is five acres in Hillsboro. The majority of industrial area proposed in the UGB expansion is on the "east side" (Damascus & Happy Valley). The City of Portland is opposed to the Land Conservation and Development Commission (LCDC) allowing a subregional analysis to review distribution of industrial-designated land.

Council Dirksen advised he is opposed to new industrial land sited around the periphery of the UGB and said that, in general, he believes that there is a need to hold the line on the UGB. Peripheral expansion leads to infrastructure (e.g., transportation/traffic) problems. He said that the current industrial land is not being fully utilized. With regard to the proposal to change some industrial land to mixed use, Councilor Dirksen noted his concern that this would only create a need to find new industrial land elsewhere.

After the staff presentation, it was determined that this item needs to be rescheduled for review and discussion by the City Council.

➤ **ADMINISTRATIVE ITEMS**

City Recorder Wheatley noted the upcoming League of Oregon Cities (LOC) and National League of Cities (NLC) conferences. The LOC conference will be held November 8-10 in Portland. NLC conference will be held December 3-7 in Salt Lake City. City Recorder will work with those interested in attending for registration arrangements.

➤ **EXECUTIVE SESSION: Not held.**

1. BUSINESS MEETING

- 1.1 Mayor Griffith called the City Council & Local Contract Review Board meeting to order at 7:35 p.m.
- 1.2 Council Present: Mayor Griffith; Councilors Moore, Dirksen, and Scheckla.
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None.
- 1.5 Call to Council and Staff for Non-Agenda Items: None.

City Recorder Note: Resolution Nos. 02-55, 56 and 57 were assigned to the first three resolutions presented for Council consideration at this meeting. It was discovered that these three numbers were already assigned. Therefore to delineate from the earlier assigned resolutions, the three resolutions adopted at this meeting have been marked and will be indexed in the City Record as follows: Resolution No. 02-55-A, Resolution No. 02-56-A, and Resolution No. 57-A.

2. PROCLAMATIONS

Mayor Griffith, with concurrence of Council, issued the following proclamations:

- 2.1 Proclaim October, 2002 as Disability Employment Awareness Month
- 2.2 Proclaim the week of October 20 as World Population Awareness Week

3. VISITOR'S AGENDA: No visitors signed in to address the Council.
4. CONSENT AGENDA: Motion by Councilor Moore, seconded by Councilor Dirksen, to approve the Consent Agenda as follows.
 - 4.1 Approve Council Minutes for September 10, 2002
 - 4.2 Approve the Submittal of Three Applications for Federal Assistance (Community Development Block Grants) to Construct Curb and Sidewalk Improvements – Resolution No. 02 – 55-A
 - 4.3 Adopt SEIU-OPEU Local 503 Memorandum of Understanding Regarding the Health Insurance Reopener – Resolution No. 02 – 56-A
 - 4.4 Approve an Amendment to the Joint Funding Agreement for the Integrated Water Resource Management Water Supply Feasibility Study
 - 4.5 Approve a Joint Water Commission Funding Agreement to Conduct a Raw Water Pipeline Alternatives Analysis Study
 - 4.6 Local Contract Review Board
 - a. Reject All Bid Proposals Award for the Construction of Embedded Crosswalk Lighting System on Bonita Road

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Scheckla	-	Yes

5. CONSIDER A RESOLUTION RECOGNIZING COE MANUFACTURING FOR PROVIDING PROPERTY TO BUILD “POTSO DOG PARK”

Parks Manager Plaza presented the staff report. Mayor Griffith read the proposed resolution, which recognized Coe Manufacturing for providing four acres of land at their Tigard facility to build “Potso Dog Park.” This has been an excellent example of the spirit of public-private partnership.

Mrs. Joann Knokey, representing her husband Alan Knokey, was presented with a small gift from the City. Mr. Knokey, General Manager and Vice President of Sales for Coe Manufacturing was supportive and worked closely with the dog park committee members and City Staff.

Motion by Councilor Scheckla, seconded by Councilor Dirksen, to adopt Resolution No. 02-57-A.

RESOLUTION NO. 02 – 57-A -- A RESOLUTION RECOGNIZING COE MANUFACTURING FOR PROVIDING FOUR-ACRES OF LAND AT THEIR TIGARD FACILITY TO BUILD “POTSO DOG PARK.”

Councilor Dirksen commented that this was a great example of government, businesses, and citizens working together to create something wonderful. He thanked Coe Manufacturing for making the park possible.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Moore	-	Yes
Councilor Dirksen	-	Yes
Councilor Scheckla	-	Yes

Coe Manufacturing Human Resources Director Justin Fellom was presented with a framed copy of the resolution. Mr. Fellom noted that Coe Manufacturing has received telephone calls and e-mails from around the country with people wanting to find out more about Potso Dog Park.

The new dog park will help meet the outdoor recreation needs of Tigard’s dog owners by providing an off-leash area where dogs can run in a safe environment.

6. LOCAL CONTRACT REVIEW BOARD (LCRB) TO CONSIDER AWARD OF THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACT FOR THE NEW LIBRARY PROJECT

Library Director Barnes introduced this agenda item. The staff report described the process used to arrive at the recommendation for the Construction Manager/General Contractor Contract for the New Library Project be awarded to Hoffman Construction Company. The following people from Hoffman Construction were present and told the Council of their enthusiasm and appreciation to be selected for this project:

- Eric Hoffman, General Manager
- Dan Vanbrabant, Project Superintendent
- Dirk Koopman, Project Engineer.

Also present:

- Charlie Bahlman, Project Manager, from Shiels Oblatz Johnsen.

Mr. Bahlman will coordinate the team from the architects, manager/contractor, and City. All of the people noted above have had recent experience constructing libraries. The public is invited to share ideas about features in the new library at a community meeting/open house on Wednesday, October 16, 7 p.m., in Tigard Town Hall.

Motion by Board member Dirksen, seconded by Board member Moore, to award the construction manager/general contractor contract for the new library project to Hoffman Construction Company.

The motion was approved by a unanimous vote of the Local Contract Review Board present:

Chairperson Griffith	-	Yes
Board member Dirksen	-	Yes
Board member Moore	-	Yes
Board member Scheckla	-	Yes

7. UPDATE ON THE WASHINGTON COUNTY EVENT COMPLEX MEASURE

Washington County Fair Director Don Hillman presented details on the capital improvement proposal that the Washington County Commissioners have placed on the November 2002 ballot. The measure would authorize \$40 million in general obligation bonds at a proposed tax rate of \$.095 per \$1,000 assessed value. Funds would be used to build a new main exposition hall, an exposition annex, and an arena/amphitheater. Mr. Hillman said that if the measure is approved, they hope to have the new facility open by summer 2004. He clarified for Councilor Dirksen that the funds generated from the facility would cover operating costs only and would not help with relieving any of the bond indebtedness incurred for the capital expenses.

8. CONSIDER A RESOLUTION ACCEPTING A STAFF REPORT AS A COMPREHENSIVE DELINEATION OF THE CITY'S AFFORDABLE HOUSING PROGRAM

Community Development Hendryx introduced this agenda item and Associate Planner Roberts presented the staff report, which is on file in the City Recorder's office. The proposed resolution included a report entitled "Affordable Housing Program," which would serve as a complete and official statement of the City's overall affordable housing program.

There was some discussion on the City's Housing Program, which addresses all housing in the City of Tigard. This program has been in place for 2-1/2 years. Referral rates have declined, which staff views as a good indicator that dwelling units are being brought into conformance with code requirements. More details on this

program will be presented to Council during the Community Development Department overview scheduled for the November 12, 2002, Council meeting.

Mr. Hendryx advised that the County purchased the Bonita Villa apartments where there are plans to devote \$1 million to rehabilitate the units. It is also anticipated that the name of the complex will also be changed.

Motion by Councilor Moore, seconded by Councilor Dirksen, to adopt

RESOLUTION NO. 02-58 – A RESOLUTION ACCEPTING THE STAFF REPORT AS A COMPREHENSIVE DELINEATION OF THE CITY’S AFFORDABLE HOUSING PROGRAM.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Moore	-	Yes
Councilor Dirksen	-	Yes
Councilor Scheckla	-	Yes

9. PUBLIC HEARING TO CONSIDER A RESOLUTION, AMENDING RESOLUTION 02-06, PERTAINING TO FEES FOR PHASED PERMITTING, DEFERRED SUBMITTALS, AND OTHER RELATED FEES

Community Development Hendryx introduced this agenda item and Building Official Lampella presented the staff report, which is on file in the City Recorder’s office. The proposed resolution would amend Resolution No. 02-06, to add fees for Phased Permitting, Deferred Submittals, 1 & 2 Family Dwelling Fire Suppression Systems, and Medical Gas Systems, and make other minor corrections to the existing fee schedule.

In response to a question from Mayor Griffith, Assistant to the City Manager Newton advised that the Finance Director would prepare addressing whether or not the City could Bancroft permit fees.

- a. Mayor Griffith opened the public hearing.
- b. Public Testimony: None.
- c. Mayor Griffith closed the public hearing.

Motion by Councilor Scheckla, seconded by Councilor Dirksen, to adopt Resolution No. 02-59.

RESOLUTION NO. 02-59 – A RESOLUTION AMENDING RESOLUTION NO. 02-06 BY AMENDING EXHIBIT A TO REFLECT CURRENT OREGON ADMINISTRATIVE RULES AND CORRECTING ERRORS.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Moore	-	Yes
Councilor Dirksen	-	Yes
Councilor Scheckla	-	Yes

10. COUNCIL LIAISON REPORTS: None.

11. NON AGENDA ITEMS: None.

12. EXECUTIVE SESSION: Not held.

13. ADJOURNMENT: 8:22 p.m.

Attest:

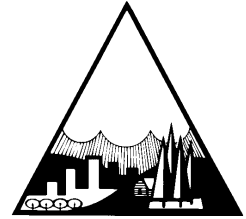
Catherine Wheatley, City Recorder

Mayor, City of Tigard

Date: _____

I:\ADM\CATHY\CCM\020924.DOC

**MEMORANDUM
CITY OF TIGARD, OREGON**



TO: Mayor and Council
FROM: Greer Gaston
DATE: September 30, 2002
SUBJECT: Three-Month Council Calendar

Regularly scheduled Council Meetings are marked with an asterisk (*).

October

7	Mon	Joint Meeting with Tualatin City Council and Tigard-Tualatin School District – 6:30 p.m. Tualatin Police Facility, 8650 SW Tualatin Rd., Tualatin, Oregon Special Meeting
8 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
15 *	Tues	Council Workshop Meeting – 6:30 p.m.
22 *	Tues	Council Meeting Cancelled
29	Tues	Special Meeting – 6:30 p.m. Business Meeting with Study Session

November

11	Mon	Veteran's Day Holiday – City Offices Closed
12 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
19 *	Tues	Council Workshop Meeting – 6:30 p.m.
26 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
28	Thurs	Thanksgiving Holiday – City Offices Closed
29	Fri	Thanksgiving Holiday – City Offices Closed

December

2	Mon	Labor Day Holiday – City Offices Closed
10 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
17 *	Tues	Council Workshop Meeting – 6:30 p.m.
24 *	Tues	Meeting Cancelled
25 *	Wed	Christmas Holiday – City Offices Closed

Tigard City Council
Tentative Agenda

10/15/02 - Workshop	10/22/02 - Business TV -Greeter	10/29/02 - Business TV -Greeter
Due: 10/1/02 @ 5 p.m.	Due: 10/8/02 @ 5 p.m.	Due: 10/15/02 @ 5 p.m.
Workshop Topics	Study Session	Study Session
Update: Proposed Bull Run Regional Drinking	* Mayor GRIFFITH Not Present *	* Councilor Moore Not Present *
Water Agency -(Part 1 Cont. 11/19) - Ed/Dennis- - 45 min (Jt. Mtg with IWB)	* Councilor MOORE Not Present *	
Communication Plan Update - Liz - 20 min		
Discuss meeting schedule for December - Make 17 a business mtg and cancel 24 mtg?	MEETING CANCELED	
Proposed Standards for Housing Development	Consent Agenda	Consent Agenda
Set-Aside Requests - Duane - 10 min		
Discussion of Public Tree Care Ordinance - Dan - 20 min		
Discussion on Metro's UGB Expansion - Jim - 30 min.		
	Business Meeting	Business Meeting
		Street Maintenance Fee Process -- Gus (Need
		Blue Sheet - added at Exec. Staff Mtg. 9/24)
		15 min
		IGA - Qwest Audit - Craig - 10 min. (Need
		Blue Sheet - added at Exec. Staff Mtg. 9/24)
		IGA - Commuter Rail Project- RES -Jim-20 min.
		Adopt Ordinance on Public Tree Care - ORD -
		Dan - 30 min
SI = standing item		
I:/adm/greer/tentatv ag/tentative.xls		

Agenda Item No. 326.
Meeting of 10.8.02

Tigard City Council Tentative Agenda

11/12/02 - Business TV	-Greeter	11/19/02 - Workshop	11/26/02 - Business TV	-Greeter
Due: 10/29/02 @ 5 p.m.		Due: 11/5/02 @ 5 p.m.	Due: 11/12/02 @ 5 p.m.	
Study Session		Workshop Topics	Study Session	
		Update: Proposed Bull Run Regional Drinking	Presentation on 2002 Tigard Fact Book -	
Update on Transit (Tri Met) - Julia/Barbara -		Water Agency -(Part 2 Cont. from 10/15) -	Jim/Beth - 20 min.	
20 min.		Ed/Dennis - 45 min - (Jt. Mtg. with IWB)	Computercop Software - Ron - 15 min	
		Discuss & Review Proposed IGA w/ Clean Water		
		Services - Ed -30 min		
		SRG (Architects) Schematic Designs Review -		
Consent Agenda		Gus & Margaret - (Need Blue Sheet - added at	Consent Agenda	
Council Goal Update (SI) - BLUE SHEET		Exec. Staff Mtg. 9/24) - 30 min		
(moved from 10/22 meeting)		Update: Tualatin Hills Park & Recreation		
LCRB: Architectural Services for City Facility		District - Bill (Ron Willoughby) - 20 min		
Remodel - Loreen (See BS for submission info)		Social Service Agencies Review with Budget		
		Committee - Craig - 60 min		
Business Meeting			Business Meeting	
VA - Student Envoy			Washington Sq. Regional Implementation	
Update on the New Library - Margaret - 10 min			Program/Funding Portion - Adoption - RES	
Department Overview - Community Development			Barbara/Jim - 30 min	
Dept. - Jim H. - 15 min			Skateboard Facility Conceptual Design	
Indonesian Resource Cities Update - 20 min			Presentation - Dan P - 20 min	
Loreen, Ed, Tom, Roger			Discussion and opportunity for public comment	
			on decision whether to form Bull Run Drinking	
			Water Agency - Ed/Dennis - 20 min	
		SI = standing item		
		l:/adm/greer/tentatv ag/tentative.xls		

AGENDA ITEM # _____
FOR AGENDA OF October 8, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY
LOCAL CONTRACT REVIEW BOARD

ISSUE/AGENDA TITLE Approve Labor Attorney Services Contract and Authorize the City Manager to Sign

PREPARED BY: Sandy Zodrow DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should Council, as the Local Contract Review Board, approve a contract (professional services agreement) for labor attorney services with the legal firm of Bullard, Smith, Jernstedt and Wilson

STAFF RECOMMENDATION

Approve contract with the firm and authorize City Manager to sign

INFORMATION SUMMARY

Since 1989 the law firm of Bullard, Smith, Jernstedt and Wilson have provided the City of Tigard with labor attorney services as it relates to the all aspects of collective bargaining with the Tigard Police Officers Association and the SEIU-OPEU Local 503. The City recently conducted a Request for Proposals for Labor Attorney Services in compliance with the guidelines established in the City's Purchasing Rules. Six (6) firms submitted responses to the RFP. A committee comprised of the City Manager, Finance Director, Chief of Police and Human Resources Director reviewed the submittals and narrowed the finalists to three (3) firms. Interviews were conducted with the three firms, and a final determination was made to select the Bullard firm. The Committee felt that this firm offered not only a long term familiarity with the City's labor relations environment and goals, but also represented a depth and range of labor law experience in the public sector that was unmatched by the other firms. The major services provided for in this contract include labor negotiations, contract administration, grievance processing, representation at arbitration and other dispute resolution hearings, and other employment activities related to the administration of the SEIU-OPEU and TPOA collective bargaining agreements.

OTHER ALTERNATIVES CONSIDERED

Other firms were interviewed as part of the selection process

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

Attachment "A" Legal Counsel Professional Services Contract

FISCAL NOTES

Funds are currently budgeted for Labor Attorney Services

CITY OF TIGARD, OREGON
LEGAL COUNSEL PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into this 8th day of October, 2002 by and between the CITY OF TIGARD, a municipal corporation of the State of Oregon, hereinafter called City, and Bullard, Smith, Jernstedt and Wilson , hereinafter called Legal Counsel.

R E C I T A L S

City has need for the services of a law firm with a particular training, ability, knowledge, and experience possessed by Legal Counsel, and

City has determined that Bullard, Smith, Jernstedt and Wilson is qualified and capable of performing the professional services as CITY does hereinafter require, under those terms and conditions set forth:

AGREEMENT: The parties agree as follows:

1. LEGAL SERVICES TO BE PROVIDED:

Legal Counsel shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement. Legal Counsel agrees to complete work that is detailed in Exhibit "A" and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION:

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on November 1,2003.

3. COMPENSATION: (NOTE to bidders – this section will be modified based on specific compensation details determined during bid award process. This may also include how rates are adjusted during the life of the agreement.)

- a. City agrees to pay Legal Counsel in accordance with this section for performance of services described herein. Payment shall be based upon a detailed monthly statement of services showing work performed and identifying specific legal matters worked on.
- b. Payment by City to Legal Counsel for performance of services under this Agreement includes all expenses incurred by Legal Counsel, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- c. Payment will be made in installments based on Legal Counsel's invoice, subject to the approval of the Director of Human Resources, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- d. Payment by City shall release City from any further obligation for payment to Legal Counsel, for services performed or expenses incurred as of the date of the statement of services. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- e. Legal Counsel shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- f. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT:

City shall be the owner of and shall be entitled to possession of any and all work products of Legal Counsel which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Legal Counsel prior to termination of this Agreement by Legal Counsel or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION:

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Legal Counsel shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF LEGAL COUNSEL AS INDEPENDENT CONTRACTOR:

Legal Counsel certifies that:

- a. Legal Counsel acknowledges that for all purposes related to this Agreement, Legal Counsel is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Legal Counsel is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Legal Counsel under the terms of this Agreement, to the full extent of any benefits or other remuneration Legal Counsel receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Legal Counsel or to a third party) as a result of said finding.
- b. The undersigned Legal Counsel hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Legal Counsel, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- c. If this payment is to be charged against Federal funds, Legal Counsel certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- d. Legal Counsel and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- e. Legal Counsel certifies that it currently has a City business tax receipt or will obtain one prior to delivering services under this Agreement.
- f. Legal Counsel is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNITY:

- a. The City has relied upon the professional ability and training of Legal Counsel as a material inducement to enter into this Agreement. Legal Counsel represents to the City that the work under this contract will be performed in accordance with the professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Legal Counsel's work by the City shall not operate as a waiver or release. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- b. Claims for other than Professional Liability. Legal Counsel shall defend, save and hold harmless the City of Tigard, its officers, agents, and employees from any and all liability, causes of action, claims, losses, damages, judgments or other costs including attorney's fees and witness costs, and all expenses (at both trial and appeal level, whether or not a trial or appeal ever takes place) incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Legal Counsel or its subcontractors, sub-consultants, agents or employees under this contract
- c. Claims for Professional Liability. Legal Counsel shall defend, save and hold harmless the City of Tigard, its officers, agents, and employees from any and all liability, causes of action, claims, losses, damages, judgments, or other costs including attorney's fees and witness costs and all expenses (at both trial and appeal level, whether or not a trial or appeal ever takes place) incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Legal Counsel or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement.
- d. As used in subsections b and c of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Legal Counsel, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Legal Counsel unrelated to the quality of professional services provided by Legal Counsel.

8. INSURANCE:

Legal Counsel and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Legal Counsel's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Legal Counsel and its subcontractor shall provide at least the following limits and coverage's:

a. Commercial General Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

b. Professional Liability Insurance

Legal Counsel shall obtain, at Legal Counsel's expense, and keep in effect during the term of this contract, Professional Liability Insurance. This coverage shall include Annual Aggregate & Per Occurrence limits of \$2,000,000 per attorney.

c. Commercial Automobile Insurance

Legal Counsel shall also obtain, at Legal Counsel's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

d. Workers' Compensation Insurance

The Legal Counsel, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Legal Counsels who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

e. Additional Insured Provision

The Commercial General Liability Insurance and other policies the City deems necessary shall include the City, its officers, directors, and employees as additional insureds with respect to this contract.

f. Extended Reporting Coverage

If any liability insurance required by this contract is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Legal Counsel's insurer will provide if less than 24 months. Legal Counsel will be responsible for furnishing certification of Extended Reporting coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract.

- g. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.
- h. Insurance Carrier Rating
Coverage's provided by the Legal Counsel must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- i. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Legal Counsel shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.
- j. Primary Coverage Clarification
The parties agree that Legal Counsel's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

Legal Counsel's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty-(30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Sandy Zodrow, Director of Human Resources
City of Tigard
13125 SW Hall Blvd.
Tigard, Oregon 97223

Business Phone: 503-639-4171, Ext. 2408
Business Fax: 503-639-6795
Email Address: sandy@ci.tigard.or.us

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit Legal Counsel's liability hereunder. Notwithstanding said insurance, Legal Counsel shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS.

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD

Sandy Zodrow, Director of Human Resources
City of Tigard
13125 SW Hall Blvd.
Tigard, Oregon 97223

Business Phone: 503-639-4171, Ext. 2408
Business Fax: 503-639-6795
Email Address: sandy@ci.tigard.or.us

LEGAL COUNSEL

Bullard, Smith, Jernstedt & Wilson
1000 SW Broadway
Suite 1900
Portland, OR 97205

Business Phone: 503-248-1134
Business Fax: 503-224-8851
Email Address: kbemis@bullardlaw.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER:

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. PROFESSIONAL SERVICES:

The City requires that services provided pursuant to this agreement shall be provided to the City by a Legal Counsel that does not represent clients on matters contrary to City interests. Further, Legal Counsel shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Legal Counsel represent clients on matters contrary to City interests or engage the services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Legal Counsel shall consult with the appropriate CITY representative regarding the conflict.

After such consultation, the Legal Counsel shall have 30 days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13 (b - iii) of this agreement.

12. TERMINATION WITHOUT CAUSE:

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Legal Counsel. If City terminates the contract pursuant to this paragraph, it shall pay Legal Counsel for services rendered to the date of termination.

13. TERMINATION WITH CAUSE:

- a. City may terminate this Agreement effective upon delivery of written notice to Legal Counsel, or at such later date as may be established by City, under any of the following conditions:
 - i. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 - iii. If any license or certificate required by law or regulation to be held by Legal Counsel, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - iv. If Legal Counsel becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Legal Counsel, if a receiver or trustee is appointed for Legal Counsel, or if there is an assignment for the benefit of creditors of Legal Counsel.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- b. City, by written notice of default (including breach of contract) to Legal Counsel, may terminate the whole or any part of this Agreement:
 - i. If Legal Counsel fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - ii. If Legal Counsel fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
 - iii. If Legal Counsel fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Legal Counsel shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Legal Counsel shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Legal Counsel bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Legal Counsel. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14. ACCESS TO RECORDS:

City shall have access to such books, documents, papers and records of Legal Counsel as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

15. CITY ATTORNEY BAR MEMBERSHIP REQUIREMENT:

Legal Counsel is responsible for maintaining Legal Counsel's professional standing as a member of the Oregon State Bar Association.

16. FORCE MAJEURE:

Neither City nor Legal Counsel shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

17. NON-WAIVER:

The failure of City to insist upon or enforce strict performance by Legal Counsel of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

18. NON-DISCRIMINATION:

Legal Counsel agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Legal Counsel also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

19. ATTORNEY'S FEES:

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

20. GOVERNING LAW:

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

21. COMPLIANCE WITH APPLICABLE LAW:

Legal Counsel shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement.

22. CONFLICT BETWEEN TERMS:

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

23. AUDIT:

Legal Counsel shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Legal Counsel agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

24. SEVERABILITY:

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

25. COMPLETE AGREEMENT:

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Legal Counsel, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Legal Counsel has executed this Agreement on the date hereinabove first written.

City of Tigard

By: Authorized City staff person letting contract

Date

Legal Counsel

By: Legal Counsel's Name

Date

EXHIBIT "A"

SERVICES TO BE PROVIDED

SCOPE OF SERVICES

- A. Legal Counsel will be responsible for City legal labor representation as authorized by the City Council and/or City Manager. Authorization to perform specific tasks will come from Sandy Zodrow, Human Resources Director or other persons directly authorized by the City Manager. Ken Bemis will act as lead attorney. Ken Bemis is referred to herein as the "City Labor Attorney".
- B. Unless otherwise specified by the Human Resources Director, Legal Counsel will be responsible for:
- Labor relations, employment and related services including but not limited to:
1. Contract negotiations for the TPOA and SEIU OPEU Local 503 collective bargaining units
 2. Consulting services, including contract interpretation and administration, including representation at appropriate meetings/hearings; mediation, fact-finding and arbitration, dispute resolution; unfair labor practices; staff and/or Council strategy planning and progress meetings; representation, unit clarification and deauthorization matters; impact bargaining; communication and correspondence activities between the City and officials of the aforementioned bargaining units; and other employment related services as required.

AGENDA ITEM # _____
FOR AGENDA OF October 8, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the New Tigard Library

PREPARED BY: Margaret Barnes DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Presentation by staff to update the City Council about the new library.

STAFF RECOMMENDATION

The purpose of this presentation is to communicate recent events and accomplishments related to the new Tigard Library.

INFORMATION SUMMARY

On May 21, 2002, Tigard voters passed a \$13 million bond measure for the construction of a new library of approximately 47,000 square feet. This amount will pay for land acquisition, the designing, building and furnishing of the new library, parking and related street improvements. The site of the new library is a 14.7-acre property located along Hall Boulevard near O'Mara Street.

Since the passage of the bond, SRG Partnerships, PC has been selected by the City as the architectural firm for this project. The City has also selected the firm, Shiels Oblatz Johnsen, Inc. to serve as the City's representative for the project. Hoffman Construction will be the general contractor.

As part of its effort to ensure that the new library truly represents Tigard, SRG Partnership has conducted several meetings with citizens and library staff. In September, the architects conducted two workshops with the New Library Resource Team. Another workshop is scheduled for late October.

We have scheduled a Community Meeting on the New Library for Wednesday, October 16. This will be an opportunity for citizens to meet the architects and share their ideas about how the New Library should represent Tigard. In September the first issue of 'Diggin' the Dirt' was transmitted to nearly 70 people in the community. We hope to continue to add to the mailing list. At this meeting staff is prepared to answer questions.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal #3: Adequate facilities are available for efficient delivery of life-long learning programs and services for all ages.

ATTACHMENT LIST

1. Set of PowerPoint Slides

FISCAL NOTES

N/A



What's New
on the
New Library?

Project Team

- General Contractor:
Hoffman Construction
- Architects:
SRG Partnerships, PC
- Owner's Rep:
Shiels Obletz Johnsen, Inc.



Architects at library site.



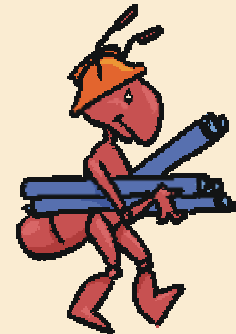
Public Involvement /Information Update

- Community Meeting
Wed., Oct. 16 -- 7 p.m.
Tigard Town Hall



Want to Know More?

- “Diggin’ the Dirt” email updates
- New Library Web Pages
- Hard Hat Report in Cityscape



For More Information...

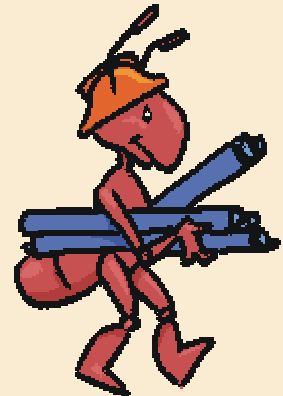
Contact:

paula@ci.tigard.or.us

503-684-6537, ext. 2508

Website:

www.ci.tigard.or.us



AGENDA ITEM # _____
FOR AGENDA OF October 8, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the proposed local option levy for Washington County Cooperative Library Services (WCCLS)

PREPARED BY: Margaret Barnes DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

The purpose of this presentation is to provide City Council information on the proposed countywide local option library levy.

STAFF RECOMMENDATION

This is an informational item.

INFORMATION SUMMARY

In December 2001, February and March 2002, staff presented preliminary information to the Council about the proposed, five-year WCCLS local option levy. The Tigard Public library along with public libraries throughout Washington County is experiencing significant increases in use. An example of this increase in usage for the Tigard Library includes increased participation in Summer Reading programs, attendance at library sponsored events and an increase in overall circulation. In May 2002 based on an analysis conducted by WCCLS the Washington County Board of Commissioners authorized the placement of a five-year levy for library operations on the November 5, 2002, ballot. In August 2002, Eva Calcagno, Manager of WCCLS presented information to the Council about the WCCLS local option levy. In the current fiscal year approximately 60 percent of the library budget is supported by WCCLS funding.

At this meeting staff is prepared to present additional information to the Council about the levy and to answer any questions the Council may have

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal #2 A wide array of opportunities for life-long learning are available in a variety of formats and used by the community.

ATTACHMENT LIST

1. Set of PowerPoint Slides
-

FISCAL NOTES

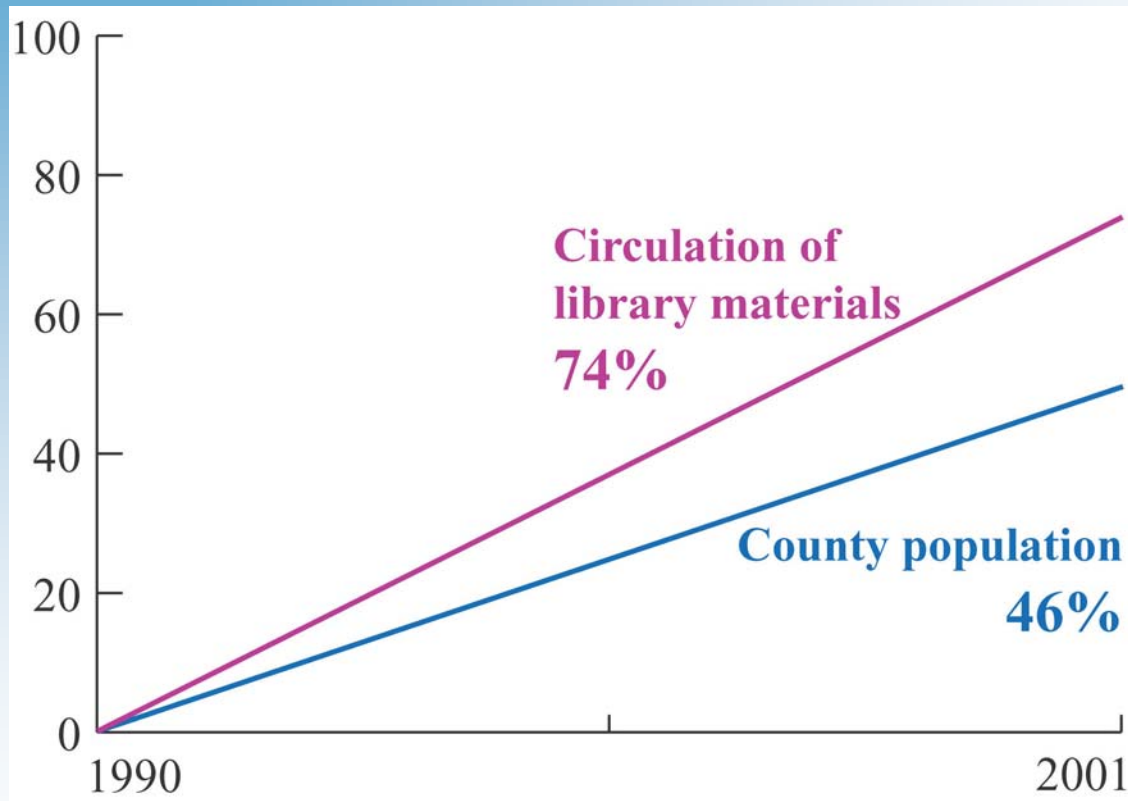
The five-year levy has a fixed-rate of \$.26 per \$1,000 of assessed value. If approved, owners of a typical home (\$158,000 assessed value) would pay \$41 in additional property taxes in 2003.

UPDATE:

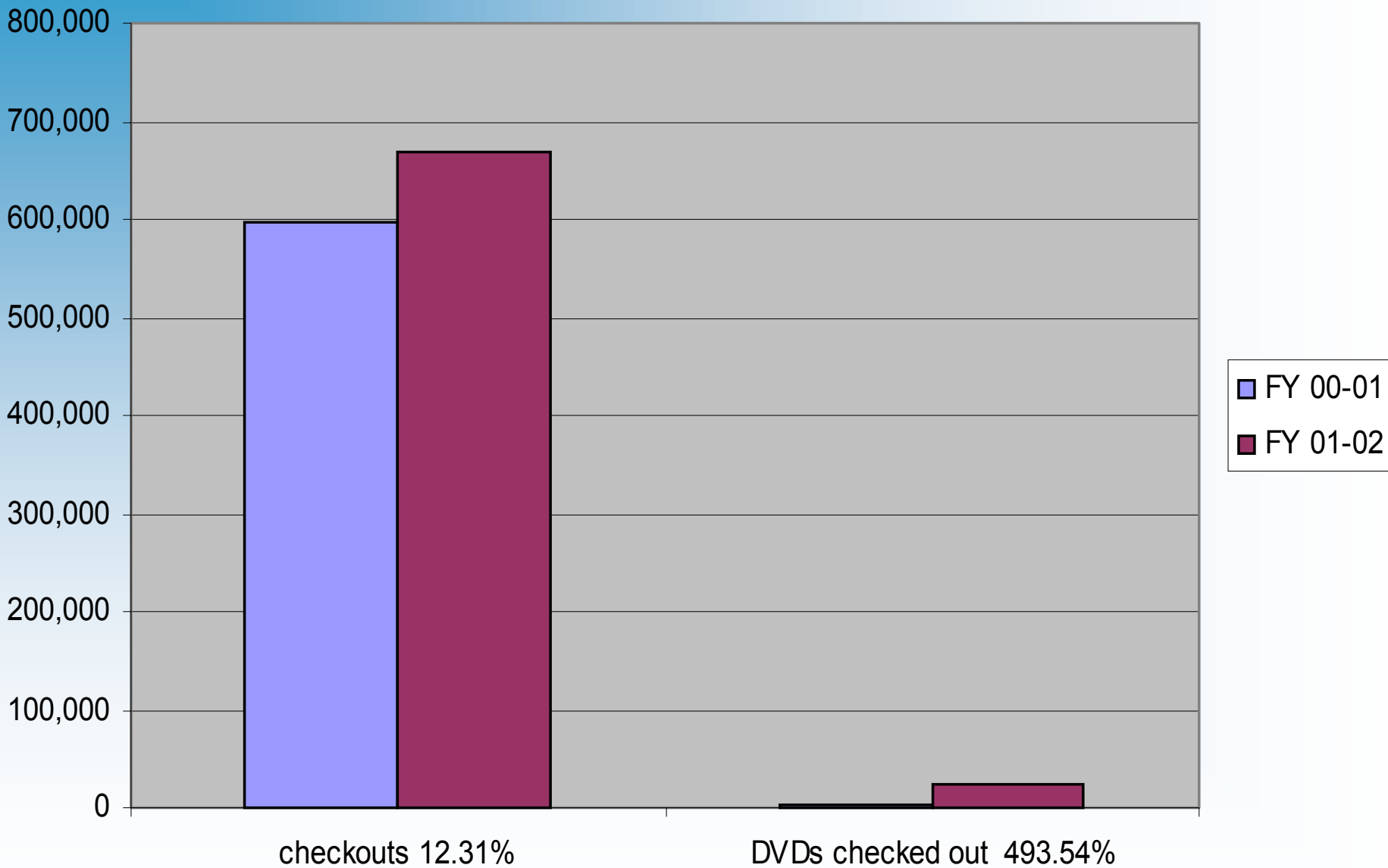
**Library Levy for
Washington County
Measure 34-54**

Why is the levy proposed?

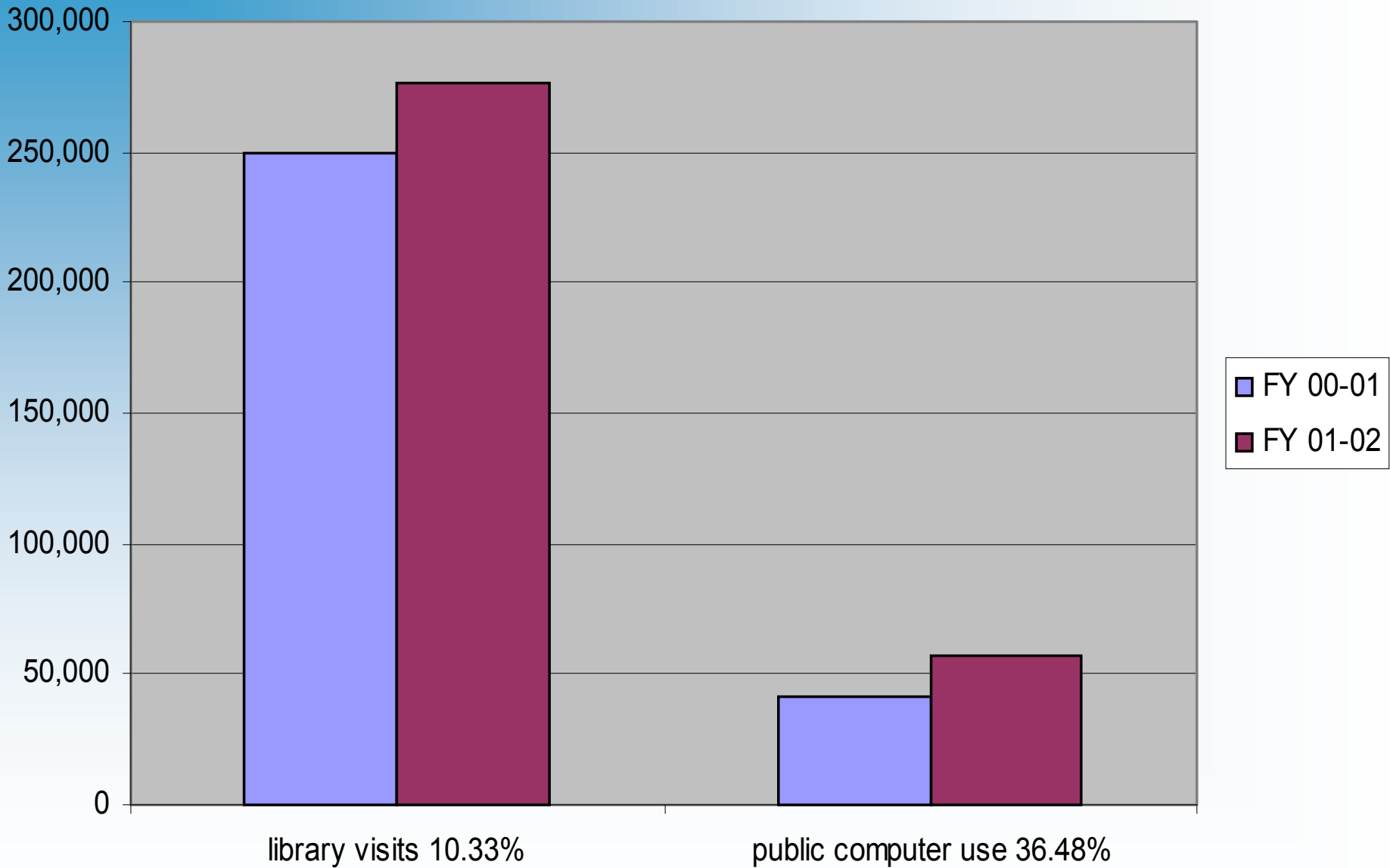
To respond to the growing use of library services.



Tigard Library Growth at a Glance



Tigard Library Growth at a Glance

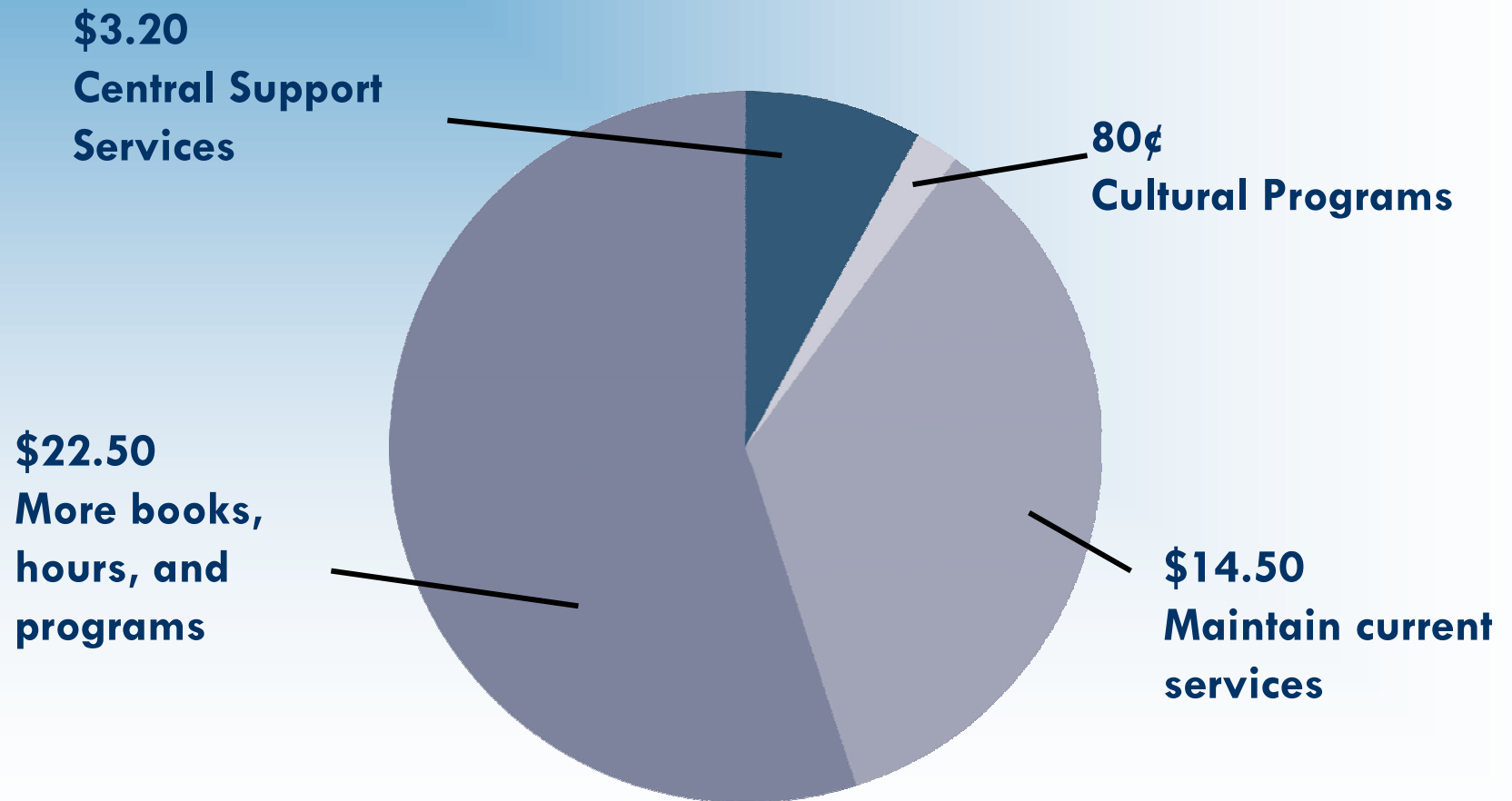


Levy Overview:

- Local Option Levy totaling \$49.9 million over five years (2004 - 2008)
- Fixed rate of 26¢ per \$1000 of assessed valuation
- Equals about \$41 in additional taxes on an average home in 2003
- Measure 34-54 on the November 2002 ballot
- Would supplement County general fund support for library services.

Measure 34-54

How would the money be spent countywide?



What happens if the levy passes?

- Maintain existing level of services
- Additional books and other materials
- Additional open hours
- Additional children's programs
- Additional cultural programs



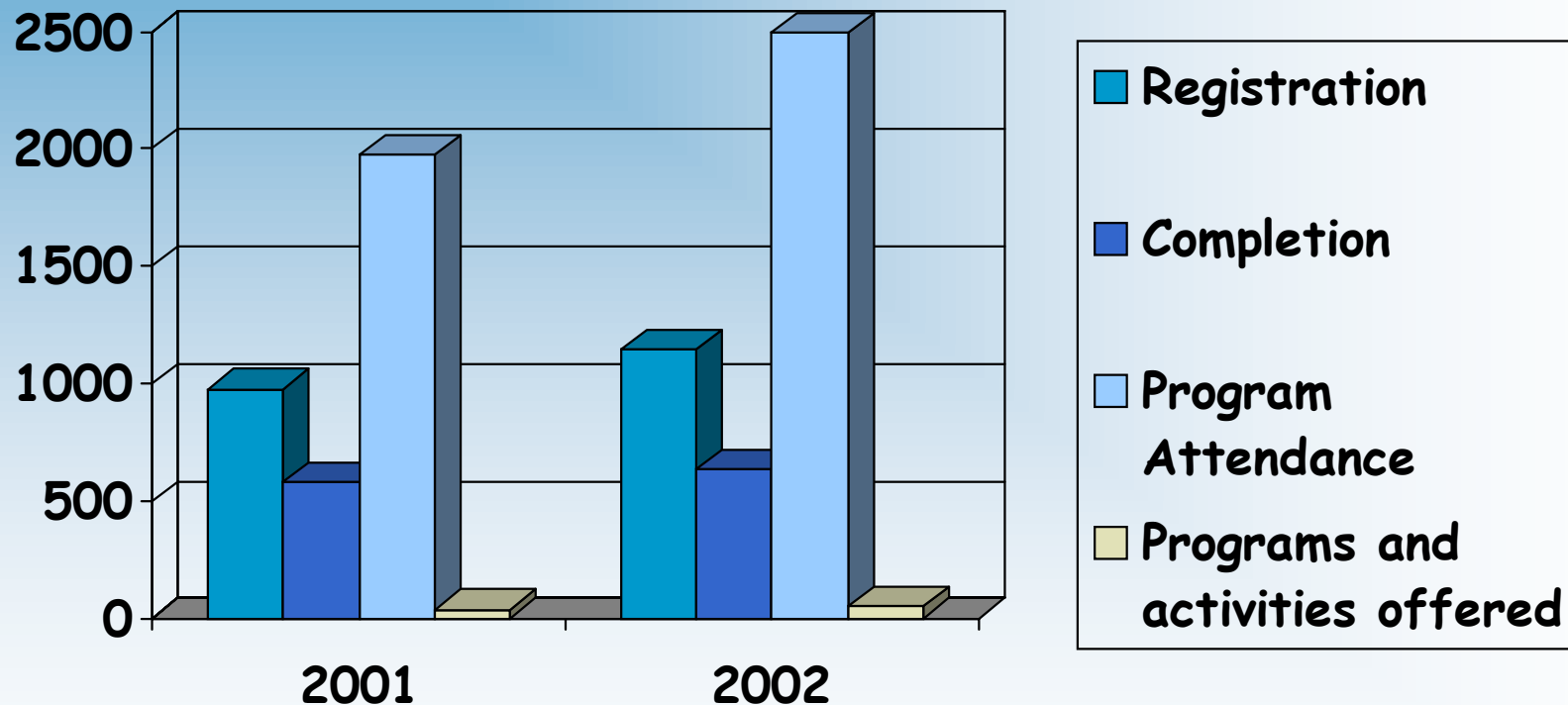
BO... ON TUESDAY

CDs For Sale
MARINA REYES

No American
Your Support



Summer Reading Statistics





What happens if the levy doesn't pass?

Public libraries county-wide would:

- reduce purchase of books and other materials
- reduce hours of operation
- reduce programs and services
- reduce staffing levels

AGENDA ITEM # _____
FOR AGENDA OF 10/8/02

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE 2002 Local Law Enforcement Block Grant

PREPARED BY: Ron Goodpaster DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

The issue before the City Council is to hold a public hearing regarding this grant and then to accept the grant and to approve the spending of the funds.

STAFF RECOMMENDATION

Staff recommends accepting the grant and authorizing the spending of the funds.

INFORMATION SUMMARY

This is the seventh Department of Justice Law Enforcement Block Grant the Police Department has received. The grant amount is for \$24,361, which requires a 10 percent match of \$2707, which brings the total value of the grant to \$27,068. The requirements of the grant are that the funds be spent to reduce crime and improve public safety. There are seven categories in which the funds can be spent. These funds will be spent in the category entitled "Supporting Law Enforcement."

The grant requires a review by a citizen advisory committee made up of representatives from the local police, local prosecutor's office, local court system, local school district, and a community representative in crime prevention. This committee has recommendation rights to the Police Department regarding how the funds are spent. The recommendation before you is the one that is approved by the Citizen Advisory Committee.

These funds cannot be used to supplant any existing funds or pending purchases. Before the City actually receives the funds and spends them, the City is required to hold a public hearing regarding the proposed use of the funds, which is the purpose for the agenda item this evening.

The funds from this grant are going to be spent for the following items:

\$13,268 This money will be used to fund the purchase of 5 automated external defibrillators (AEDs). The AEDs will be used in the field and also at City Hall to be used for life-saving early defibrillation to improve the survival odds of citizens struck down by sudden cardiac arrest (SCA). A leading cause of death in the United States, SCA claims approximately one life every 2 minutes, nearly 600 lives per day, totaling 220,000 a year. Only 7 percent will likely survive. That is more deaths than caused by house fires, prostate cancer, breast cancer and automobile accidents combined. Many public areas have already achieved impressive results, with survival rates averaging 20 percent and as high as 75 percent. SCA victims' chances of success reduce 7 to 10 percent each minute, and by

5 minutes have approximately a 50/50 chance of survival. Rescue attempts are most often successful when defibrillation is administered within the first few minutes of onset. Beyond 10 minutes, the victim's chance of survival is practically nonexistent. The equipment we wish to purchase has been reviewed and is recommended by the Tualatin Valley Fire and Rescue and is extremely easy to use. In the next couple of weeks I will be demonstrating the equipment for you.

\$800 This is to purchase a CRASH training program directed at high school drivers. The program consists of 40 traffic safety activities that are integrated into school science and math programs. CRASH uses automobile crashes as a basis for teaching physics, physical science, biology, math and driver's education topics at the high school level. We have talked with teachers at both Tigard High School and ABLE, and every teacher we have spoken to has been excited about implementing this instruction. The instruction will be partially presented to the students by our High School Resource Officer, Glen Scruggs.

\$8,000 This is to purchase a Web LEDS software program that allows us to continue in the Oregon Law Enforcement Data System. The system changed over the last year, and all law enforcement organizations had to seek an alternative way to access the database. This program is one of two programs that are purchased by most all law enforcement in the State of Oregon. Web LEDS allows us to connect with LEDS (Law Enforcement Data System) which gives us access to drivers' information, criminal history, wants, all points bulletins, Homeland Security information, criminal histories, and is our gateway to the law enforcement community throughout the United States and Canada. We cannot operate without this software.

\$1,750 This will go to the Tigard-Tualatin School District to be used at Twality and Fowler Middle Schools to fund recognition certificates and fast food coupons for the "Do the Right Thing" Program for students. In this program, school staff recognizes students that made good choices. This has been an extremely successful program in the past year that we supported. The enrollment at Twality is at an all-time high. At the same time, the referrals for disciplinary action are at an all-time low; and the School feels that this program has a large impact on that.

\$1,750 This will be given to the Community Partners for Affordable Housing (CPAH) for their after-school program. We have assisted in the funding of this program before, and they are starting to see some significant results with some of their young readers advancing 2 grade levels with the additional assistance they receive through the after-school program.

\$1,500 This will fund a needed laptop computer for the Municipal Court so they can enter information in the Court. This will assist them with their workload.

This brings the total expenditure to \$27,068. The City match of 10 percent, or \$2,707, is available in our existing budget.

Your approval of this will allow us to immediately draw down the funds from the Federal Government and then spend them for the above-listed items.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

These expenditures would address the Tigard Beyond Tomorrow *Transportation and Traffic* in regards to improving traffic safety. The other expenditures would address the Public Safety Goal on *Enhancing Community Public Safety*.

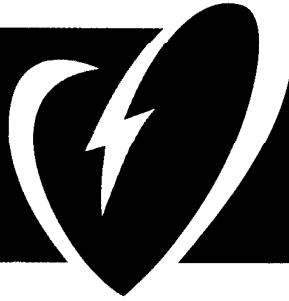
ATTACHMENT LIST

There are 2 attachments.

1. Copy of information regarding sudden cardiac arrest.
2. A copy of information regarding the CRASH Program.

FISCAL NOTES

The \$2,707 is available in this FY budget.



What You Need to Know about Sudden Cardiac Arrest

Did you know that each year in the United States, 250,000 adults die from sudden cardiac arrest (SCA) that occurs outside a hospital?

Did you know there is a cure for most cases of SCA--prompt delivery of an electric shock to the heart?

Did you know that defibrillators are most effective at restarting the heart when they are used within the first few minutes after collapse?

Did you know that the average SCA survival rate in the U.S. is seven percent, but in some settings, survival rates are as high as 50%?

Did you know that automated external defibrillators (AEDs) can be used safely and effectively by almost anyone with just a few hours of training?

Did you know that state and federal Good Samaritan laws protect persons who use AEDs in good faith?

Did you know that the target timeframe from the time the victim collapses until delivery of the first shock is five minutes, and even the best emergency medical services (EMS) systems cannot always get to the scene of an emergency this quickly?

Did you know that more and more community responders are being trained and equipped with AEDs, including public safety personnel (police, fire and EMS), security guards, flight attendants, athletic trainers, lifeguards, ship crews, ski patrol and retirement community staff?

Does your community have an effective, integrated system for rapid delivery of defibrillation? If you or a loved one collapsed right now, how long would it take before a defibrillator was on the scene?

To learn more about how you can help improve survival from sudden cardiac arrest in your community, contact the National Center for Early Defibrillation. Why? *Because so many more can survive!*[™]

Memo

To: Chief Ron Goodpaster

From: Glen Scruggs

CC:

Date: 9/6/02

Re: CRASH

Sir,

I am writing this memo to request that the purchase of CRASH be included in the Department's block grant proposal.

CRASH consists of forty traffic safety activities that are integrated into a school's science and math programs. CRASH uses automobile crashes as a basis for teaching physics, physical science, biology, math, and driver's education topics at a high school level.

As an example one of CRASH's lesson plans allows student's to reconstruct an "accident" staged by an officer. The students measure the "accident's" skid marks and use a drag sled to measure the pavement's friction. The students compare their findings to statements from a police officer's report.

Two very different goals are met with this instruction. The school's goal of educating their students in the application of classroom learning is met. Our department's goal of educating students in the necessity of safe driving and the nature of police work is also met.

CRASH offers us a very viable opportunity to partner with Tigard High School in a portion of the educational process. I have talked about CRASH with teachers at both Tigard High School and ABLE. Every teacher I have spoken to has been excited about implementing this instruction.

I have attached a list of materials and activities that are provided when CRASH is purchased. CRASH costs \$800.00 and can be purchased via the Internet or mail order.

If you have any questions please do not hesitate to contact me. Further information about CRASH can also be seen at www.legalsciences.com.

Cordially,

Glen Scruggs